

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT is entered into by and between **Sandy Ridge SNF Operations Holdings LLC, dba Sandy Ridge Center for Rehabilitation and Healing** ("Facility") and The School Board of Santa Rosa County, FL., a **public** educational School District of the State of Florida, ("Educational Institution").

WITNESSETH:

WHEREAS, Facility is owner and operator of an assisted living/skilled nursing facility located in Florida; and

WHEREAS, Educational Institution desires to provide educational experiences to its students (hereinafter "Students") enrolled in the Practical Nursing and Nursing Assistant programs of Locklin Technical College; and

WHEREAS, Facility is willing to make available facilities to said Educational Institution, it's faculty members and Students for educational training and clinical experiences which will necessarily include some activities and tasks performed by students.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. DEFINITIONS

- 1.1 Course. "Course" shall mean the specific Course within which the Student is currently enrolled to complete Program requirements.
- 1.2 Educational Experiences. "Educational Experiences" shall mean those clinical/educational activities taking place at Facility leading to satisfaction of Course requirements.
- 1.3 Faculty Members. "Faculty Members" shall mean the qualified Educational Institution personnel assigned as the responsible Faculty Members or the clinical instructors for Students participating in Educational Experiences.
- 1.4 Facility. "Facility" shall mean Sandy Ridge SNF Operations Holdings LLC, dba Sandy Ridge Center for Rehabilitation and Healing.
- 1.5 Patients. "Patients" shall mean any persons provided care, facilities or services, directly or indirectly, by or through Facility or a related organization.
- 1.6 Policies of Facility. "Policies of Facility" shall mean and include the bylaws and rules of Facility, the bylaws and rules of Facility's Medical Staff as

approved by Facilities' Board of Directors, and the rules, regulations, and other established policies, practices and procedures of Facility.

- 1.7 Site Coordinator. "Site Coordinator" shall mean the qualified individual(s) assigned by Facility to act as liaison between Faculty Members and Facility and to facilitate Education Experiences.

II. FACILITY SHALL:

- 2.1 Accept Educational Institution Students for such Educational Experiences as have been mutually reviewed, planned and arranged between the parties. The number of Students eligible to participate in Educational Experiences will be mutually determined by agreement of both parties and may be altered by mutual agreement.
- 2.2 Make available those Educational Experiences and training agreed upon between all parties. Facility shall retain all responsibility for selection of Patients to be involved in any Educational Experiences, it being agreed that Facility reserves the right to except any Patient from initial or continued involvement in Educational Experiences.
- 2.3 Facility shall retain ultimate responsibility for all care provided to its Patients involved in Educational Experiences.
- 2.4 Designate and submit in writing to Educational Institution the name of the person(s) who will act as Site Coordinator(s) for Facility. Facility shall notify Educational Institution in writing of any changes in Site Coordinator(s).
- 2.5 Arrange for an orientation program, to be supervised by Site Coordinator or other Facility representative, for the purpose of familiarizing Students with Facility's physical facilities, philosophy, policies and procedures for providing care, and such other aspects of Facility's operations as are pertinent to Educational Experiences of Students.
- 2.6 Make available to Students and Faculty Members such services as are defined and approved by both parties and attached to this document from time to time.
- 2.7 Provide necessary emergency care to Students in the event of sudden illness or injury occurring at Facility; the costs of such care to be the responsibility of Student.

III. THE EDUCATIONAL INSTITUTION SHALL:

- 3.1 Have the authority and responsibility for the Course and Program, including curriculum development, appointment of qualified Faculty Members to supervise Students, evaluation of Educational Experiences, assignment of Students, and maintenance of educational standards as outlined by appropriate state agencies.

- 3.2 Perform its responsibilities and obligations under this Agreement consistent with Policies of Facility.
- 3.3 Provide Faculty Members who have obtained certification, registration, accreditation or other credentials as required by Educational Institution.
- 3.4 Review with Site Coordinator any proposed changes in the Educational Experiences and activities to which Students are assigned.
- 3.5 Ensure that all Students and Faculty Members meet Facility health and safety screenings required by Facility not limited to, Drug screening, Background Check, Fingerprinting, TB Screening and Immunizations set forth by Facility. Facility shall be permitted, upon reasonable request, to audit Educational Institution's records to ensure compliance with this provision.
- 3.6 Students and Faculty Members must advise Facility of any medical condition (e.g., allergies, immunosuppression, or pregnancy) which could potentially affect Student's or Facility Member's ability to participate in Educational Experiences. Educational Institution shall also notify Facility of any Student or Faculty Member acquiring any relevant medical conditions during the course of an Educational Experience. Educational Institution shall immediately withdraw any Student or Faculty Member from Educational Experiences if such Student's or Faculty Member's medical condition would make participation in Educational Experiences dangerous to Student, Faculty Member, or Patients.
- 3.7 Instruct Students on their responsibility for respecting the confidential and privileged nature of information regarding Patient medical records and other Facility information.

IV. THE PARTIES AGREE:

- 4.1 To maintain good communication between institutions and to confer on plans, problems and changes related to Educational Experiences.
- 4.2 That Facility shall notify Educational Institution when any Student is determined by Facility to be unacceptable for reasons of health, performance, or other causes which could interfere with Facility operation or quality of patient care, and that upon receiving such notification, Educational Institution shall withdraw any Student from Educational Experiences.
- 4.3 That Educational Institution shall notify Facility when any Student is determined by Educational Institution to be unacceptable for reasons of health, performance, or other causes which could interfere with Facility operation or quality of patient care, and that upon receiving such notification, Facility shall allow Educational Institution to withdraw any Student from Educational Experiences.
- 4.4 That neither party, in performing its responsibilities and obligations under this

Agreement, will discriminate against any person because of said person's race, color, creed, religion, disability, ethnic or national origin, gender, sexual orientation, veteran status, or age.

- 4.5 That each party may enter into agreements for educational experiences with other institutions at any time

V. INDEMNIFICATION

- 5.1 Educational Institution shall indemnify and hold harmless Facility from any liability or damages Facility may suffer as a result of claims, demands, damages, losses, costs, or judgments arising out of the acts, or omissions, of Educational Institution, its Faculty Members, its clinical instructors, its Students, or agents, in the performance of obligations under this Agreement. Facility shall use its best efforts to give to Educational Institution notice in writing within thirty (30) days after receiving any such claims made against Facility, or after it has knowledge of any other damage, loss, or expense threatened or incurred in regard to Facility resulting from the above acts or omissions.
- 5.2 Facility shall indemnify and hold harmless Educational Institution from any liability or damages Educational Institution may suffer as a result of claims, demands, damages, losses, costs, or judgments arising out of the acts or omissions, of Facility, its employees, or agents, in the performance of obligations under this Agreement. Educational Institution shall use its best efforts to give Facility notice in writing within thirty (30) days after receiving any such claims made against Educational Institution, or after it has knowledge of any other damage, loss, or expense threatened or incurred in regard to Educational Institution resulting from the above acts or omissions.

VI. COMPENSATION

- 6.1 This Agreement does not contemplate the payment of any fee or remuneration by either party to the other but is intended to jointly benefit both parties by improving the education and professional preparation of Students.

VII. TERM AND TERMINATION

- 7.1 The term of this Agreement shall be for one (1) year commencing on the 1st day of March, 2020, and terminating on the 1st day of March, 2021. The Agreement is automatically renewable for 5 successive 1year terms unless either party gives notice of termination at least sixty (60) days prior to the end of the term.
- 7.2 This Agreement may be terminated as follows:
- 7.2-1 In the event Facility and Educational Institution shall mutually agree in writing.

7.2-2 This Agreement may be terminated by either party with or without cause by delivering a written notice of termination to the other party at least thirty (30) days prior to such early termination.

7.3 All Students enrolled in the Program at the time notice of termination is given shall be permitted to complete the Program until all required Courses have been offered to Students then enrolled. However, no other Students shall be placed at Facility for Educational Experiences after the termination date or notice of termination date, whichever is earlier.

VIII. INSURANCE

8.1 Educational Institution shall be responsible for the provision of any worker's compensation insurance necessary for its Faculty Members and employees performing under this Agreement. Educational Institution shall provide Facility with appropriate certificates evidencing such insurance coverage.

8.2 Educational Institution shall maintain professional and general liability coverage for each Student and Faculty Member participating in Educational Experiences pursuant to this Agreement. Upon request, Educational Institution shall provide Facility with evidence of such insurance coverage.

IX. STATUS OF THE PARTIES

9.1 In performing the services as contemplated hereunder, Facility and Educational Institution agree that Educational Institution, Faculty Members and Students are acting as independent contractors and not as the agents or employees of Facility.

No Student participating in Educational Experiences hereunder shall be deemed to be an employee of Facility, nor will Facility be liable for the payment of any wage, salary, or compensation of any kind for service provided by Students. Further, no Student shall be covered under Facility's Worker's Compensation, Social Security, or Unemployment Compensation or other benefit programs.

X. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT COMPLIANCE

10.1 Facility and Educational Institution agree that each party shall comply with all federal and state regulations, rules and orders, including but not limited to regulations promulgated under Section 264 of the Health Insurance Portability and Accountability Act (Public Law 104-191- "HIPAA"). Facility and Educational Institution agree that for purposes of HIPAA only, Students shall be considered members of the Facility's Workforce, as that term is defined by HIPAA, and Educational Institution agrees to require Students to participate in any training required by Facility for Workforce members so that Facility may comply with HIPAA. For all other purposes, the parties agree that each is acting

as an independent contractor and not an agent or employee of the other. Furthermore, the parties shall promptly amend the Agreement to conform with any new or revised legislation, rules and regulations to which Facility is subject now or in the future including, without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation (collectively, "Privacy Laws") in order to ensure that Facility is at all times in conformance with all Privacy Laws. If, within thirty (30) days of either party first providing notice to the other of the need to amend the Agreement to comply with Privacy Laws, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to meet the requirements are not feasible, then either party may terminate this Agreement upon thirty (30) days prior written notice.

XI. CORPORATE RESPONSIBILITY

- 11.1 Facility has in place a Corporate Responsibility Program ("CRP") which has as its goal to ensure that the Facility complies with federal, state and local laws and regulations. The CRP focuses on risk management, the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. Educational Institution acknowledges Facility's commitment to Corporate Responsibility and agrees to conduct all business transactions which occur pursuant to this Agreement in accordance with the underlying philosophy of Corporate Responsibility adopted by the Facility. Educational Institution further agrees to disclose immediately any proposed or actual debarment, exclusion or other event that makes Educational Institution ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs.

XII. GENERAL PROVISIONS

- 12.1 Assignments of this Agreement or the rights or obligations hereunder shall be invalid without the specific written consent of the other party herein, except that this Agreement may be assigned by Facility without the written approval of Educational Institution to any successor entity operating the facility now operated by Facility or to a related or affiliated organization. "Related or Affiliated Organization" shall mean Sandy Ridge SNF Operations Holdings LLC, dba Sandy Ridge Center for Rehabilitation and Healing, or one of their subsidiaries. Educational Institution may not assign its rights or obligations under this Agreement to any other person or entity.
- 12.2 The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as nor be construed to be a waiver of any subsequent breach hereof.
- 12.3 This Agreement shall be construed and governed by the laws of the State of Florida.
- 12.4 This Agreement may be amended only by an instrument in writing signed by the parties hereto.

- 12.5 Notices or communications herein required or permitted shall be given the respective parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either party shall otherwise designate its new address by written notice:

School:

The School Board of Santa Rosa County, FL
6032 Highway 90
Milton, FL 32570

Facility:

Sandy Ridge SNF Operations Holdings
LLC, dba Sandy Ridge Center for
Rehabilitation and Healing
5360 Glover Lane
Milton, FL 32570

- 12.6 This Agreement and any amendments thereto shall be executed in duplicate copies on behalf of Facility and Educational Institution by an official of each, specifically authorized by its respective Board to perform such executions. Each duplicate copy shall be deemed an original, but both duplicate originals together constitute one and the same instrument.

- 12.7 Affirmative Action. The parties hereby incorporate the requirements of 41 CFR §§60.14(a)(7), 60-250.S(d), 60-300.5(d) and a60-741.S(d), if applicable.

XIII. EXECUTION

Educational Institution:

The School Board of Santa Rosa County, FL
6032 Highway 90
Milton, FL 32570

Facility Address:

Sandy Ridge SNF Operations Holdings LLC,
dba Sandy Ridge Center for Rehabilitation and
Healing
5360 Glover Lane
Milton, FL 32570

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal, by and through their duly authorized representatives, as of the day and year first above written.

Educational Institution:

The School Board of Santa Rosa County, FL

By: _____
Title: Board Chair person
Date: 2/4/2020

Facility:

Sandy Ridge SNF Operations Holdings LLC,
dba Sandy Ridge Center for Rehabilitation
and Healing

By: [Signature]
Title: Administrator
Date: 1/22/2020

EXHIBIT "A"

Attestation of Compliance with Online Education and Health Requirements - Group

We acknowledge and attest to Sandy Ridge SNF Operations Holdings LLC, dba Sandy Ridge Center for Rehabilitation and Healing on the behalf of _____ (school name) that all Instructors and Students for _____ clinical, on _____ (specific day of week & time) have completed the required education and meet health requirements to participate in clinicals at Sandy Ridge SNF Operations Holdings LLC, dba Sandy Ridge Center for Rehabilitation and Healing.

Dates of Rotation: _____

For **Instructors**, this includes:

1. Florida Nursing License (if applicable)
2. Professional Liability Insurance

Furthermore, we acknowledge and attest that **all Instructors and Students:**

1. Have met all of the health requirements including:
 - a. Proof of Rubella and Mumps immunity by positive antibody titers or 2 doses of MMR (Measles, Mumps, Rubella) if born after 1956.
 - b. Tdap (Tetanus, Diphtheria, Pertussis) every 10 years.
 - c. Proof of 3 doses of Hepatitis B vaccine or positive titer.
 - d. Proof of 2 doses of Varicella vaccine or positive titer.
 - e. Proof of negative TB skin test within 1 year or negative CXR within 5 years. If history of a positive TB skin test or CXR then the individual is cleared by a Tuberculosis Screening Questionnaire indicating no problems for more than 3-4 weeks from a physician/ health care professional.
 - f. Proof of annual seasonal influenza vaccine between the months of October and March. *Documentation must be taken to Employee Health (includes lot number of vaccine) to obtain an identifier. If said applicant refuses, a declination form must be completed.*
2. Have completed the orientation education.
3. Completed Level 2 Criminal Background Investigation which:
 - a. Does not reveal any criminal conviction or pending investigations, reviews, sanctions or peer review. There are no limitations of any licensure, certifications or registration.
 - b. Confirms the individual is not listed as a violent sexual offender
 - c. Does not reveal ineligibility for rehire with any former employer or otherwise indicate poor performance.
 - d.

4. Have Proof of a satisfactory 10 panel drug screen which does not reveal information of concern or inappropriate use of drugs.

This attestation is in lieu of providing copies of the Criminal Background Investigation, Health records, Drug Screen, BLS card and proof of completion for the Online Education module. I also acknowledge and agree to a compliance audit at least annually and up to as much as quarterly if deficits are found. I acknowledge that the Student, Instructor and/or the entire clinical group may be suspended or removed from campus at the discretion of Sandy Ridge SNF Operations Holdings LLC, dba Sandy Ridge Center for Rehabilitation and Healing, until the deficit is rectified.

Signature

Date

Title

Organization

Email / phone number

Please list Instructor(s) name(s) and Student Names

Instructor Name:	Student Name:	Where the student is going, ie. What Dept.

EXHIBIT "B"

Attestation of Compliance with Online Education and Health Requirements-Individual

We acknowledge and attest to Sandy Ridge SNF Operations Holdings LLC, dba Sandy Ridge Center for Rehabilitation and Healing on the behalf of _____ (school name) that Student for _____ clinical, on (specific day of week & time) _____ has completed the required education and does meet health requirements to participate in clinical at Sandy Ridge SNF Operations Holdings LLC, dba Sandy Ridge Center for Rehabilitation and Healing.

Dates of Rotation: _____

We acknowledge and attest that **Student:**

1. Has met all of the health requirements including:
 - a. Proof of Rubella and Mumps immunity by positive antibody titers or 2 doses of MMR (Measles, Mumps, Rubella) if born after 1956.
 - b. Tdap (Tetanus, Diphtheria, Pertussis) every 10 years.
 - c. Proof of 3 doses of Hepatitis B vaccine or positive titer.
 - d. Proof of 2 doses of Varicella vaccine or positive titer.
 - e. Proof of negative TB skin test within 1 year or negative CXR within 5 years. If history of a positive TB skin test or CXR then the individual is cleared by a Tuberculosis Screening Questionnaire indicating no problems for more than 3-4 weeks from a physician/ health care professional.
 - f. Proof of annual seasonal influenza vaccine between the months of October and March. *Documentation must be taken to Employee Health (includes lot number of vaccine) to obtain an identifier. If said applicant refuses, a declination form must be completed.*
2. Has completed the orientation education.
3. Completed Level 2 Criminal Background Investigation which:
 - a. Does not reveal any criminal conviction or pending investigations, reviews, sanctions or peer review. There are no limitations of any licensure, certifications or registration.
 - b. Confirms the individual is not listed as a violent sexual offender.
 - c. Does not reveal ineligibility for rehire with any former employer or otherwise indicate poor performance.
4. Has proof of a satisfactory 10 panel drug screen which does not reveal information of concern or inappropriate use of drugs.

5. If necessary, for the desired clinical, Sandy Ridge SNF Operations Holdings LLC, dba Sandy Ridge Center for Rehabilitation and Healing may require that **Student** have the following:

- a. Current Florida license
- b. Professional Liability Insurance.
- c. Completed and signed application by student and preceptor (NP/PA students)

This attestation is in lieu of providing copies of the Criminal Background Investigation, Health records, Drug Screen, BLS card and proof of completion for the required education. I also acknowledge and agree to a compliance audit at least annually and up to as much as quarterly if deficits are found. I acknowledge that the Student group may be suspended or removed from campus at the discretion of Sandy Ridge SNF Operations Holdings LLC, dba Sandy Ridge Center for Rehabilitation and Healing until the deficit is rectified.

Signature

Date

Title

Organization

Email / phone number

Please list Instructor(s) name(s) and Student Names

Instructor Name:	Student Name:	Where the student is going, ie. What Dept.